MYAAMIA PROJECT

MEMORANDUM OF AGREEMENT

WHEREAS the Miami Tribe of Oklahoma and Miami University are linked by common geographic, historical, educational and cultural interests, and

WHEREAS since the early 1970's these two entities, having formed a strong, trusting relationship and have worked together informally to support each other's educational and developmental needs, and

WHEREAS these two entities signed a Memorandum of Understanding on March 24, 2006 formalizing their commitment to cooperate and assist each other in all areas of educational interest, and to continue strengthening their friendship through cooperative exchanges, and

WHEREAS the Myaamia Project at Miami University, which was created in 2001 with a mission to preserve, promote, and research Miami Nation history, culture, and language, has become an important entity for the educational advancement of members of the Miami Tribe and Miami University communities;

NOW, THEREFORE, the Miami Tribe of Oklahoma and Miami University set forth the following articles of agreement relative to the Myaamia Project at Miami University.

Article One – research/education

Research and education are the primary activities of the Myaamia project. The research initiatives and educational activities conducted through the Myaamia Project must be initiated and approved by the Miami Tribe's Cultural Resources Office in order to insure that said research and educational objectives meet the needs of the Miami Tribe community.

The employees of the Myaamia Project agree to share historic, linguistic, and cultural information for educational purposes at Miami University in culturally appropriate and sensitive ways, and encourage Miami University student participation in ongoing work and research projects.

Article Two – funding/employment

Miami University currently employs the Director and provides office space that meets the

research and staff needs of the Myaamia Project. Additional Myaamia Project staff positions, their funding and any details related to their employment will be negotiated between the two parties on an individual basis.

The Miami Tribe of Oklahoma currently donates $1,000 for the benefit of the project to be expended for operating expenses at the discretion of the Director of the Myaamia Project. The Miami Tribe of Oklahoma may increase this amount in its discretion.

Materials and equipment purchased by Myaamia Project funds will remain the property of Miami University, unless, for whatever reason, the Myaamia Project is dissolved, the equipment and any documents associated with the Myaamia Project will be donated to the Miami Tribe of Oklahoma.

Article Three – assessment/reporting

The Miami Tribe of Oklahoma and Miami University will continue to re-assess the viability and purpose of the Myaamia Project on a four-year basis in order that said project continues to meet the needs of both the Miami Tribe of Oklahoma and Miami University. If at any time the Myaamia Project no longer meets the needs of either entity, either may call for dissolution of the project. It is understood that the Myaamia Project will dissolve if the Director's position becomes vacant unless the Miami Tribe of Oklahoma and Miami University mutually agree upon a replacement.

The Myaamia Project will submit annual activity reports to both Miami University's Division of Student Affairs and the Miami Tribe of Oklahoma Business Committee. Financial reporting will occur monthly to the Miami Tribe's financial office.

Article Four – intellectual property

The Miami Tribe of Oklahoma is a sovereign dependent nation situated within the borders of the United States of America and actively exercises its inherent right of self-governance and self-determination. These rights are protected by previous treaties and through the U.S. Constitution's Articles I & VI.

It is understood by the terms of this agreement that the Miami Tribe, by right of self-determination, has control over its cultural and intellectual property on behalf of the citizens of its nation. Neither the Myaamia Project nor Miami University may copyright materials produced through and/or by the Myaamia Project. No reprinting or distribution of materials produced by the Myaamia Project may occur without the express consent of the Miami Tribe of Oklahoma.

This Agreement will come into force on the date of its signature and will be valid for a period of four years. This Agreement may be extended or amended by mutual written agreement of both parties.

MIAMI TRIBE OF OKLAHOMA

By: _____
Thomas E. Gamble
Chief

MIAMI UNIVERSITY

By: _____
David C. Hodge
President

September 19, 2008